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UNITED STATES BANKRUPTCY COURT
District of New Jersey

In re:	:	
Joel Loutan,	:	Chapter 7 Case No. 13-36719(CMG)
Debtor	:	

Pauline Coleman,	:	Adv. Pro. No. 14-01296(CMG)
Plaintiff	:	
v	:	Judge: Honorable Christine M. Gravelle
Joel Loutan,	:	
Defendant	:	

ANSWER TO COMPLAINT OBJECTING TO DISCHARGEABILITY OF DEBT

Joel Loutan, Debtor and Defendant herein, by and through his attorneys, hereby answers the complaint of the Plaintiff and says:

1. Defendant admits the allegations of paragraph 1 of Plaintiff's complaint.
2. Defendant admits the allegations of paragraph 2 of Plaintiff's complaint.

PARTIES

3. Defendant admits the allegations of paragraph 3 of Plaintiff's complaint.
4. Defendant admits the allegations of paragraph 4 of Plaintiff's complaint.

FACTUAL BACKGROUND

5. Defendant does not have sufficient information or knowledge to form a belief as to the allegations of paragraph 5 of Plaintiff's complaint and leaves Plaintiff to her proofs.

6. Defendant does not have sufficient information or knowledge to form a belief as to the allegations of paragraph 6 of Plaintiff's complaint and leaves Plaintiff to her proofs.

7. Defendant admits the allegations of paragraph 7 of Plaintiff's complaint.

8. Defendant denies the allegations of paragraph 8 of Plaintiff's complaint.

9. Defendant does not have sufficient information or knowledge to form a belief as to the allegations of paragraph 9 of Plaintiff's complaint and leaves Plaintiff to her proofs.

10. Defendant does not have sufficient information or knowledge to form a belief as to the allegations of paragraph 10 of Plaintiff's complaint and leaves Plaintiff to her proofs.

11. Defendant does not have sufficient information or knowledge to form a belief as to the allegations of paragraph 11 of Plaintiff's complaint and leaves Plaintiff to her proofs.

12. Defendant admits the allegations of paragraph 12 of Plaintiff's complaint.

13. Defendant does not have sufficient information or knowledge to form a belief as to the allegations of paragraph 13 of Plaintiff's complaint and leaves Plaintiff to her proofs.

14. Defendant denies the allegations of paragraph 14 of Plaintiff's complaint.

15. Defendant denies the allegations of paragraph 15 of Plaintiff's complaint.

16. Defendant denies the allegations of paragraph 16 of Plaintiff's complaint.

17. Defendant admits the allegations of paragraph 17 of Plaintiff's complaint.

18. Defendant denies the allegations of paragraph 18 of Plaintiff's complaint.

19. Defendant denies the allegations of paragraph 19 of Plaintiff's complaint.

20. Defendant denies the allegations of paragraph 20 of Plaintiff's complaint.

21. Defendant denies the allegations of paragraph 21 of Plaintiff's complaint.
22. Defendant denies the allegations of paragraph 22 of Plaintiff's complaint.
23. Defendant denies the allegations of paragraph 23 of Plaintiff's complaint.
24. Defendant denies the allegations of paragraph 24 of Plaintiff's complaint.
25. Defendant denies the allegations of paragraph 25 of Plaintiff's complaint.
26. Defendant denies the allegations of paragraph 26 of Plaintiff's complaint.
27. Defendant denies the allegations of paragraph 27 of Plaintiff's complaint.
28. Defendant denies the allegations of paragraph 28 of Plaintiff's complaint.
29. Defendant denies the allegations of paragraph 29 of Plaintiff's complaint.
30. Defendant denies the allegations of paragraph 30 of Plaintiff's complaint.
31. Defendant denies the allegations of paragraph 31 of Plaintiff's complaint.
32. Defendant denies the allegations of paragraph 32 of Plaintiff's complaint.
33. Defendant denies the allegations of paragraph 33 of Plaintiff's complaint.
34. Defendant denies the allegations of paragraph 34 of Plaintiff's complaint.
35. Defendant denies the allegations of paragraph 35 of Plaintiff's complaint.
36. Defendant does not have sufficient information or knowledge to form a belief as to the allegations of paragraph 36 of Plaintiff's complaint and leaves Plaintiff to her proofs.
37. Defendant admits the allegations of paragraph 37 of Plaintiff's complaint.
38. Paragraph 38 of Plaintiff's complaint refers to the rent administrator's decision which speaks for itself.
39. Defendant admits the allegations of paragraph 39 of Plaintiff's complaint.
40. Defendant does not have sufficient information or knowledge to form a belief as to the allegations of paragraph 40 of Plaintiff's complaint and leaves Plaintiff to her proofs.

41. Defendant denies the allegations of paragraph 41 of Plaintiff's complaint.
42. Defendant denies the allegations of paragraph 42 of Plaintiff's complaint.
43. Defendant admits the allegations of paragraph 43 of Plaintiff's complaint.
44. Defendant admits that he failed to file an answer to the complaint and the balance of paragraph 44 of Plaintiff's complaint refers to a default judgment which speaks for itself.
45. Defendant does not have sufficient information or knowledge to form a belief as to the allegations of paragraph 45 of Plaintiff's complaint and leaves Plaintiff to her proofs.
46. Defendant admits the allegations of paragraph 46 of Plaintiff's complaint.
47. Defendant admits the allegations of paragraph 47 of Plaintiff's complaint.
48. Defendant denies the allegations of paragraph 48 of Plaintiff's complaint.
49. Defendant denies the allegations of paragraph 49 of Plaintiff's complaint.

COUNT I

Fraud – 11 U.S.C. § 523(a)(2) and 11 U.S.C. § 523(a)(19)(A)(ii)

50. Defendant repeats and realleges each and every answer to paragraphs 1 through 49 as if more fully set forth at length herein.
51. Defendant denies the allegations of paragraph 51 of Plaintiff's complaint.
52. Defendant denies the allegations of paragraph 52 of Plaintiff's complaint.
53. Defendant denies the allegations of paragraph 53 of Plaintiff's complaint.
54. Paragraph 54 of Plaintiff's complaint states the grounds on which the Plaintiff is pursuing an objection to the dischargeability of the debt and does not require a response.

FIRST AFFIRMATIVE DEFENSE

Plaintiff's complaint fails to set forth a cause of action for which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Any false pretenses or false representations by the Defendant were the result of false pretenses and false representations made by others to the Defendant on which the Defendant reasonably relied.

THIRD AFFIRMATIVE DEFENSE

Defendant did not intend to make any false representations under false pretenses nor to commit fraud.

FOURTH AFFIRMATIVE DEFENSE

The transaction between the Plaintiff and the Defendant did not involve any federal or state securities laws or any violation thereof.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the Doctrine of Waiver.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the Doctrine of Latches.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims against the Defendant are barred by the Doctrine of Equitable Estoppel.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred based upon the misrepresentation of third parties to the Defendant over which the Defendant had no control.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred based upon the terms of the agreement between the Plaintiff and Defendant.

TENTH AFFIRMATIVE DEFENSE

The damages, if any, sustained by the Plaintiff, were the result of false representations of third parties over whom the Defendant had no control.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred based upon modification to the agreements at issue between the parties.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by Plaintiff's failure to plead with particularity the details of any alleged fraud.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred based upon the Defendant's good faith in carrying out the Defendant's actions.

WHEREFORE, Defendant Joel Loutan prays that this Court enter an order dismissing the complaint of the Plaintiff and for such other relief as may be just and proper.

BROEGE NEUMANN FISCHER & SHAVER, L.L.C.
Attorneys for Defendant Joel Loutan

Dated: April 3, 2014

By: _____


Peter J. Broege, Esq.